

Travis J. Maher (SBN 327206)
LAWYERS for JUSTICE, PC
450 N Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Sacramento
05/20/2025
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ELAM HARDIN, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

STRATEGIES TO EMPOWER PEOPLE,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23CV003262

Honorable Jill H. Talley
Department 23

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Travis J. Maher); Declaration of
Plaintiff (Elam Hardin); Declaration of Defendant's
Chief Financial Officer (John Angelonides)]

Date: May 2, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: June 14, 2023
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the Superior Court of
2 the State of California, for the County of Sacramento, on May 2, 2025, at 9:00 a.m., on Plaintiff Elam
3 Hardin’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement
5 Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff,
6 and DELFINO MADDEN O’MALLEY COYLE & KOEWLER, LLP appeared for Defendant Strategies to
7 Empower People, Inc. (“Defendant”).

8 On or around March 14, 2025, Plaintiff and Defendant (collectively, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Travis J. Maher and Plaintiff Elam Hardin, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

27 5. The Aggrieved Employees who are covered under the Settlement consist of the following
28 individuals:

1 All current and former non-exempt or hourly paid employees of Defendant that have worked for
2 Defendant in the State of California at any time during the PAGA Period.

3 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
4 negotiations.

5 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
6 for payment of penalties under PAGA ("PAGA Settlement Fund"), and determines that it is fair, just,
7 reasonable, and adequate. The Court hereby approves the PAGA Settlement Fund. The PAGA Settlement
8 Fund shall be the Gross Settlement Amount (\$440,000.00) [ensure all the numbers are right, including
9 ILYM] less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"),
10 General Release Fee to Plaintiff, and Settlement Administration Costs to ILYM Group, Inc. (the "PAGA
11 Settlement Administrator"). Seventy-five percent (75%) of the PAGA Settlement Fund shall be distributed
12 to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the PAGA Settlement Fund shall be
13 distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement
14 Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator
17 to administer the Settlement and to make the payments as provided for by, and consistent with, this Order
18 and Judgment and the Settlement Agreement.

\$146,666.66

19 9. The Court approves the payment of ~~\$154,000.00~~ to Lawyers *for* Justice, PC for attorneys'
20 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
21 with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$5,721.61 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$5,000.00 to Plaintiff Elam Hardin for his
26 General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
27 in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$10,00.00 to ILYM Group, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall
3 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA
8 Settlement Administrator shall distribute the Cover Letter to the PAGA Settlement Members at the same
9 time that it distributes their share of the twenty-five percent (25%) of the PAGA Settlement Fund to be
10 distributed to the Aggrieved Employees (“Employee’s Portion”).

11 15. Subject to the terms of the Settlement Agreement and the Court’s approval, payment of the
12 Gross Settlement Amount shall be made by Defendant by transmitting the required sums to a qualified
13 settlement account established by the PAGA Settlement Administrator for administration of this Settlement
14 as follows: the First Installment, One Hundred Forty Six Thousand, Six Hundred Sixty Six Dollars and Sixty
15 Seven Cents (\$146,666.67), to be paid within ten (10) calendar days of the Effective Date (as defined in
16 Section 3(e) of the Settlement Agreement); the Second Installment, One Hundred Forty Six Thousand, Six
17 Hundred Sixty Six Dollars and Sixty Seven Cents (\$146,666.67), to be paid no later than six (6) months
18 after the Effective Date; and the Third Installment, One Hundred Forty Six Thousand, Six Hundred Sixty
19 Six Dollars and Sixty Six Cents (\$146,666.66), to be paid no later than twelve (12) months after the Effective
20 Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the
21 State of California, then the due date shall be extended the next following day which is not a Saturday,
22 Sunday or legal holiday in the State of California.

23 16. No later than seven (7) business days after the Effective Date, Defendant shall provide the
24 PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees
25 List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii)
26 last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable
27 Pay Periods.
28

1 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
2 receives the Aggrieved Employees List and Installment One of the Gross Settlement Amount, the PAGA
3 Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share
4 checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United
5 States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar
6 days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an
7 alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall
8 attempt one (1) re-mailing of the PAGA Settlement Package.

9 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
10 Installment One of the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the
11 Court approved General Release Fee, if any, to Plaintiff

12 19. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
13 Installment Two of the Gross Settlement Amount, and only after the PAGA Settlement Packages have been
14 mailed to all Aggrieved Employees, the PAGA Settlement Administrator shall transmit the LWDA Payment
15 to the LWDA.

16 20. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
17 Installment Three of the Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the
18 Court-approved Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s
19 Counsel, and only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

20 21. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
21 Installment Three of the Gross Settlement Amount, and only after the PAGA Settlement Packages have been
22 mailed to all Aggrieved Employees, the PAGA Settlement Administrator shall transmit the Settlement
23 Administration Costs to itself.

24 22. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
25 for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such
26 cancelled checks shall be transmitted by the Settlement Administrator to the California State Controller’s
27 Office Unclaimed Property Fund, in the name of the Aggrieved Employees(s) at issue and in the amount of
28 his or her respective Individual Settlement Share(s).

1 23. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
2 the date the Court enters an order approving the Settlement, Plaintiff and the State of California with respect
3 to Aggrieved Employees, will be deemed to have knowingly and voluntarily released the Released Parties
4 from the Released Claims. The Court will retain jurisdiction over the Parties, Action, and the Settlement
5 solely for purposes of (i) enforcing the Settlement Agreement, (ii) addressing settlement administration
6 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

7 24. “Released Parties” means Defendant, and each of its past and present agents, officers,
8 directors, employees, attorneys, parents, subsidiaries, agents, joint employers, affiliates, insurers, investors,
9 shareholders and assigns.

10 25. “Released Claims” means all claims for PAGA penalties that were alleged, or reasonably
11 could have been alleged, based on the PAGA Period and the facts stated in the Operative Complaint and/or
12 PAGA Notice, which specifically includes any and all claims arising during the PAGA Period, for civil
13 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
14 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not
15 limited to, allegations that Defendant failed to pay minimum, regular, and overtime wages, failed to provide
16 compliant meal periods and associated premiums, failed to provide compliant rest periods and associated
17 premiums, failed to timely pay wages during employment, failed to timely pay wages upon termination,
18 failed to provide compliant and accurate wage statements, failed to maintain complete and accurate records,
19 and failed to reimburse necessary business-related expenses and costs, in violation of California Labor Code
20 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
21 and 2802, among others, and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders
22 4-2001 and 5-2001.

23 26. “PAGA Period” means the period from September 16, 2019, through the date the Court
24 approves the Parties’ Settlement, or the Alternative End Date (as defined in Section 3(b) of the Settlement
25 Agreement), whichever is earlier.

26 ///

27 ///

28 ///

1 27. No individualized notice of this Order and Judgment is required to be provided to the
2 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

4
5 Date: 05/20/2025



Jill Talley

Honorable Jill H. Talley
Judge of the Sacramento Superior Court

EXHIBIT 1

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Elam Hardin v. Strategies to Empower People, Inc.*, Sacramento Superior Court Case No. 23CV003262.

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Elam Hardin v. Strategies to Empower People, Inc.*, Sacramento County Superior Court Case No. 23CV003262 ("Action").

In the lawsuit filed June 14, 2023, former Strategies to Empower People, Inc. ("STEP") employee Elam Hardin ("Plaintiff") alleged non-compliance with requirements of the California Labor Code relating to improper payment of minimum and overtime wages, non-compliant meal and rest periods and associated premiums, untimely payment of wages, non-compliant wage statements, inadequate recordkeeping, and unreimbursed business expenses. Plaintiff and STEP are referred to in this letter as the "Parties." Plaintiff's lawsuit sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other allegedly aggrieved employees under the Private Attorneys General Act ("PAGA").

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. Additionally, STEP denies the allegations and maintains that it complied with the California Labor Code at all times. Plaintiff and STEP entered into an agreement to settle the Action. STEP entered into the agreement based on the time and expense it would take to defend against the claims. The settlement is not an admission that the allegations have any merit.

On << Date>>, the Parties' Settlement Agreement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all **current and former hourly-paid or non-exempt employees who worked for STEP in the State of California during the period** September 16, 2019, to the date the Court approves the Parties' Stipulated Settlement ("Aggrieved Employees"). The period September 16, 2019, to the date the Court approves the Parties' Stipulated Settlement is the "PAGA Period". By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in Plaintiff's notice to the LWDA and his Complaint; and/or (ii) reasonably could have been asserted in the lawsuit based upon the facts alleged in the notice to the LWDA and Plaintiff's Complaint ("PAGA Released Claims").

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an employee falling within the above definition for "Aggrieved Employees." Your Individual Settlement Share is based on the total number of pay periods that you worked for STEP in California during the PAGA Period. For tax purposes, the Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means STEP, and each of its past and present agents, officers, directors, employees, attorneys, parents, subsidiaries, agents, joint employers, affiliates, insurers, investors, shareholders and assigns.

"Released Claims" means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. ("PAGA") that could have been sought by the State of California, its Labor Commissioner, and/or Plaintiff in his representative capacity for the factual allegations identified in Plaintiff's Complaint and in his pre-filing notice letter filed with the LWDA at any point during the Settlement Period.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, STEP, or STEP's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ILYM Group, Inc. at **[toll-free phone number]**.